
GENERAL TERMS OF SALE & DELIVERY

These General Terms and Conditions apply to all sales contracts concluded between Z.I.A. S.A.S. di Ilaria Innocenti & C. (hereinafter “the Seller”) and its business customers (hereinafter “the Buyer”). By placing an order, the Buyer fully accepts the following conditions:

1. **PRICES:** All prices are in accordance with the current price list and supersede any previous versions. Prices and terms in effect at the time of the order confirmation shall apply.

2. **ORDER ACCEPTANCE:** All orders are subject to acceptance by the Seller. The Seller reserves the right to refuse or cancel any order if the Buyer’s financial situation poses a risk to proper payment, or for other valid commercial reasons.

3. **RETENTION OF TITLE:** Ownership of the goods remains with the Seller until full payment of all invoices has been received.

4. **TERMS OF SALES AND PAYMENT:** Sales and payment terms are specified in the order confirmation. Any discounts not agreed upon in writing and stated on the invoice will not be accepted.

5. **ORDER CANCELLATION:** Orders duly received and confirmed by the Seller cannot be cancelled by the Buyer.

6. **DELIVERY TERMS AND RISK TRANSFER:** Partial deliveries may be made at the discretion of the Seller. Unless otherwise agreed, goods are delivered EXW (Incoterms® 2020). Risk transfers to the Buyer upon delivery to the carrier.

7. **COMPLAINTS:** Any claims regarding quantity, defects, non-conformity, or damage must be submitted in writing within 8 (eight) days of receipt of the goods. Failure to do so will result in forfeiture of the right to claim.

8. **PRODUCT WARRANTY:** Products are covered by a 2-year warranty under Italian Legislative Decree No. 24 of February 2, 2002, applicable only in cases of manufacturing defects. Warranty is void in the event of misuse, mishandling, or negligence. Claims must be accompanied by a copy of the purchase invoice.

9. **RETURNS:** Returns are accepted only upon prior written agreement. The Seller reserves the right to repair or replace defective items at its discretion. Shipping costs for returns shall be borne by the Buyer and will be reimbursed only if the claim is accepted.

10. **PACKAGING:** Products are sold in full packs only, as indicated in the price list. Orders must match pack quantities or multiples thereof.

11. **LATE OR NON-PAYMENT:** In case of delayed or failed payment, or breach of related contractual obligations, the Seller reserves the right to suspend or terminate current and future orders without notice.

12. **DELIVERY DELAYS:** Delivery dates are indicative and not binding. The Buyer waives the right to terminate the contract due to delays of up to 45 working days from the estimated delivery date. No compensation for delay will be due.

13. **LATE PAYMENT INTEREST:** Interest will accrue on overdue payments at the rate set by applicable law, increased by 7 percentage points, in accordance with Directive 2000/35/EC, without the need for formal notice.

14. **MODIFICATIONS:** The Seller reserves the right to modify product characteristics, prices, and availability at any time without prior notice.

15. **INTELLECTUAL PROPERTY:** All intellectual property rights related to the Seller’s products, designs, names, and content remain the exclusive property of the Seller. Any reproduction, publication, or commercial use is strictly prohibited without prior written authorization.

16. **ONLINE RESALE:** The resale of products via online channels, including third-party marketplaces, must be expressly authorized in writing by the Seller.

17. **APPLICABLE LAW AND JURISDICTION:** These terms are governed by Italian law. Any disputes arising from their interpretation or execution shall fall under the exclusive jurisdiction of the Court of Milan, Italy.